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right to do the act. *Singer Mfg. Co. v. Holdfodt*, 86 Ill. 455. And even such a reasonable belief, based on advice of counsel, will be no shield against punitive damages if the act is in fact unlawful and is committed in a wanton and outrageous manner. *Jasper v. Purnell*, 67 Ill. 358.

CONSTITUTIONAL LAW—EIGHT HOUR WORKING DAY—STATE V. ATKIN, 67 Pac. Rep. 519 (Kan. 1.).—Defendant was convicted of having violated a statute making it a misdemeanor for any contractor engaged on work for a municipal corporation to allow his employees to work more than eight hours per day. *Held*, that the statute is constitutional.

This is contrary to the decisions in other States on similar statutes. A law in New York compelling contractors working for municipal corporations to pay the prevailing rate of wages was held unconstitutional. *State ex rel. Rogers v. Coler*, 166 N. Y. 1. Laws almost identical with the one under discussion were held unconstitutional as follows: *In re Kubach*, 85 Cal. 274; *Low v. Rees Printing Co.*, 41 Neb. 127; *State ex rel. Bramley v. Norton*, 5 Ohio N. P. R. 183; *Seattle v. Sidney Smyth*, 22 Wash. 327. Kansas seems to be the only State which has so far declared such a statute constitutional. The matter has never been decided by the United States Supreme Court.

CONSTITUTIONAL LAW—INCRIMINATING QUESTIONS—MATTER OF EMIL HEUSCHEL, 7 Am. B. R. 207 (N. Y.).—A statute providing that no testimony offered by the bankrupt shall be used against him in any criminal proceeding, does not give him his constitutional right of immunity against prosecution, and he cannot be compelled under it to give any testimony which might incriminate himself.

In this opinion the referee followed a decision of the U. S. Supreme Court in *Councilman v. Hitchcock*, 142 U. S. 547, which declared that any such statute which did not afford complete immunity against criminal prosecution was unconstitutional.

CONSTITUTIONAL LAW—TRANSFER TAX LAWS—ORR ET AL. V. GILMAN, 22 Sup. Ct. 213.—Comptroller of New York, under a state transfer tax law, imposed a tax on the exercise of a power of appointment, derived from a disposition of property made prior to the act's passage. *Held*, that such an act was constitutional.

Justice Shiras' opinion holds that the right of taking property by devise is a privilege accorded by the State, for which it may charge as it sees fit. Consequently, a transfer tax law is not *ex post facto*, as understood by the U. S. Constitution. *Carpenter v. Pennsylvania*, 17 How. 456. Being imposed on all persons in a like situation, it is an equal tax, within the meaning of the Fourteenth Amendment. *Magoun v. Bank*, 170 U. S. 283.

CONTRACTS—CONSIDERATION—VALIDITY—DURESS—DOMENICO ET AL. V. ALASKA PACKERS' ASS'N, 112 Fed. Rep. 554.—Plaintiffs contracted with defendants to work on fishing grounds in Alaska. On arrival they refused to render services agreed unless paid a greater compensation. Defendant, fearing great pecuniary loss, acceded to the demand and entered into new contract, but subsequently refused to abide by it. *Held*, that defendant is bound by the new contract, and that the conditions under which it was made did not constitute duress.